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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE 1 OF 5 PAGES |
| 2. AMENDMENT/MODIFICATION NO. 0001 | 3. EFFECTIVE DATE 6 October 2003 | 4. REQUISITION/PURCHASE REQ. NO. N/A | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY Contracting Officer Code 1165 ZR Bldg 3291 NSWC Crane 300 HWY 361 Crane, IN 47522-5001 D Parslev 812-854-2239 | | 7. ADMINISTERED BY (If other than Item 6) | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) | | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. N00164-03-R-8538 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 06OCT 2003 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) | | |
| CODE | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment is issued to delete the requirement for product samples, add a CLIN for First Articles, and add First Article clauses, as detailed on pages 2- herein. As a result of the changes herein, the due date for proposals will be decreased. Proposal are now due **2:00 PM EST, October 21, 2003.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |

This amendment is issued to make the following changes:

1) The Provision at 52.212-1 is changed as follows:

From:

Addendum 2
PARAGRAPH B4 IS HEREBY MODIFIED TO DELETE THE FOLLOWING:

PROPOSAL REQUIREMENTS
The proposal shall consist of the submittal of a PRODUCT SAMPLE of CLIN 0001, Past Performance Information and Price.

PRODUCT SAMPLE SUBMITTAL: Offerors shall ensure that product sample(s) submitted are functional working units and are the exact unit(s) being proposed by the offeror to satisfy the requirements in the solicitation. If an offeror submits a defective product sample or the product sample malfunctions during testing it will not be returned to the offeror for rework or replacement.

Resubmission of product sample(s) will not be allowed during the Product Sample Evaluation. The Product Sample will be submitted to NSWC. An unacceptable Product Sample will render the offer technically unacceptable.

NOTE: Vendors that have submitted the same product to NSWC Crane under a NSWC Crane Contract, may request a waiver of the requirement for Product Samples submittal. NSWC Crane reserves the right to waive the requirement for Product Samples from vendors who have delivered and the Government has accepted, the same product set forth by this requirement.

NOTE: Product Samples will be returned to the respective vendors by the Government following award of a contract as a result of this solicitation.

To:

Addendum 2
PARAGRAPH B4 IS HEREBY MODIFIED WITH REPLACEMENT LANGUAGE AS FOLLOWS:

PROPOSAL REQUIREMENTS
The proposal shall consist of the submittal of **Past Performance Information and Price**.

Contractor is required to complete and submit Offeror Representations and Certifications- Commercial Items

2) The Provision at 52.212-2 is changed as follows:

From:

| <u>Far</u> | <u>Title</u> | <u>Date</u> |
|------------|--|-------------|
| 52.212-2 | EVALUATION--COMMERCIAL ITEMS (as modified) | JAN 1999 |

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PRODUCT SAMPLES
PAST PERFORMANCE
PRICE

Product Samples will be evaluated to determine the offeror’s compliance with the technical requirements. If the product sample does not meet the technical requirements the offer will not be further evaluated. Offers that submit a product sample that meets the Government’s technical requirements, attachment 1 to this solicitation, will be further evaluated for Past Performance and Price.

Past performance is more important than price. The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

TO:

| <u>Far</u> | <u>Title</u> | <u>Date</u> |
|------------|--|-------------|
| 52.212-2 | EVALUATION--COMMERCIAL ITEMS (as modified) | JAN 1999 |

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PAST PERFORMANCE
PRICE

Past performance is more important than price. The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3) The following Clauses and Provisions are hereby added:

FIRST ARTICLE WAIVER (5302)

The Government reserves the right to waive first article testing and approval if supplies similar or identical to those called for have been previously delivered by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded.

FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990) – (5411)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, material and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.*

FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) (FAR 52.209-4)

(a) The Contractor shall deliver 1 unit(s) of Lot/Item SOFLAM Battery Harness System within 15 calendar days from the date of this contract to the Government at NSWC Crane, Code 805, BLDG 3291, ATTN. Sandra Paulin, 300 HWY 361, Crane, IN 47522. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 15 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor-

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair

of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

FAR 52.209-4 (Alternate I) (JAN 1997)

(j) The Contractor shall produce both the first article and the production quantity at the same facility.